

Washington Co.

Teamsters #238 (Sheriff)

7/1/2006 6/30/2008

WASHINGTON CO. / TEAMSTERS # 238
(SHERIFF)

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AGREEMENT
BETWEEN
WASHINGTON COUNTY

AND

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION #238

SHERIFF'S DEPARTMENT

JULY 1, 2006 TO JUNE 30, 2008

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PREAMBLE

This Agreement is entered into by and between Washington County, Iowa, hereinafter referred to as "Employer" and Chauffeurs, Teamsters and Helpers, Local Union #238, hereinafter referred to as "Union".

ARTICLE 1

RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5279, dated October 9, 1995, to-wit:

INCLUDED: All full-time and regular part-time Deputy Sheriffs, Jailers and clerical personnel of the Washington County Sheriff's Department.

EXCLUDED: Sheriff, Captains, Sergeants, Chief Jailer, Assistant Chief Jailer, Administrative Supervisor and all others excluded by the Act.

Section 2. The parties further agree that any classification added to or deleted from the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification, and employees in those classifications will be included or not included within the bargaining unit as the case may be.

ARTICLE 2

DEFINITIONS

Section 1. **ACT** means the Iowa Employment Relations Act, as it may be amended from time to time.

Section 2. **PERB** is the Iowa Public Employment Relations Board.

Section 3. **BARGAINING UNIT** is the bargaining unit recognized by the Employer and defined in Article I, Recognition, Section 1 hereof.

Section 4. **REGULAR EMPLOYEE** is an employee, other than a temporary employee or a part-time employee, who has completed the probationary period.

Section 5. **PROBATIONARY EMPLOYEE.**

a) If the employee has successfully completed training at the Iowa Law Enforcement Academy or a regional training facility certified by the director of the Iowa Law Enforcement Academy prior to initial appointment as a deputy sheriff, the probationary period shall be for a period of nine months and shall commence with the date of initial appointment as a deputy sheriff. If the employee has not successfully completed training at the Iowa Law Enforcement Academy or a regional training facility certified by the director of the Iowa Law Enforcement Academy prior to initial appointment as a deputy sheriff, the probationary period shall commence with the date of initial employment as a deputy sheriff and shall continue for a period of nine months following the date of successful completion of training at the Iowa Law Enforcement Academy or a regional training facility certified by the director of the Iowa Law Enforcement Academy. This probationary period for deputy sheriffs is in addition to any

other probationary period an employee must serve, even if the employee has completed a different probationary period for the Employer.

b) For all other employees, the probationary period shall be the successful completion of six (6) consecutive months of continuous service.

Section 6. **PART-TIME EMPLOYEE** is an employee, other than a temporary employee, who is regularly scheduled to work more than twenty (20) hours but less than forty (40) hours per week.

Section 7. **TEMPORARY EMPLOYEE** is any person employed by the Employer for a period of four (4) months or less in a contract year.

Section 8. **EMPLOYEE** when used in this Agreement, except where the context clearly indicates otherwise, shall be limited to mean a regular employee.

Section 9. **SHERIFF** shall include the designee of the sheriff.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively and without limitation to the Employer, to-wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;

d) the right to extend, maintain, curtail or terminate operations of the Employer;

e) the right to determine the size and location of the Employer's operations, to determine the type and amount of equipment to be used and to determine and implement methods by which its operations are to be conducted;

f) the right to determine and implement assignments by which the department operations are to be conducted, the right to determine methods and material to be used, including the right to introduce new methods or facilities and to change existing methods and facilities;

g) the right to determine and implement the number of personnel needed to conduct the operations of the department and the right to create, modify and terminate departments, job classifications and job duties;

h) the right to transfer, promote and demote, assign and detain employee;

i) the right to discipline;

j) the right to suspend and discharge employees for cause;

k) the right to relieve public employees from duties because of lack of work or for other legitimate reasons;

l) the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work and number of persons to be employed by the Employer at any time; and

m) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be

used for the purpose of discriminating against any employee of membership or non-membership in the Union.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employee to refrain from Union membership. There shall be no discrimination by the Employer or the Union based on membership or non-membership in the Union.

Section 2. For the purposes of investigating pending grievances, a duly authorized representative of the Union, previously identified by the Union, shall have access to the Employer's premises with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitation, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees. The Union shall also have the right to designate one (1) employee in the bargaining unit as a Steward, and one (1) employee as an Assistant Steward.

Section 3. The Union recognizes its responsibilities as a sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will effectively combat absenteeism and any other practice which restricts the efficient operations of the Employer; and
- c) that it will cooperate with the Employer to improve and strengthen good will between and among the County, its employees, and the public.

ARTICLE 5

WORK STOPPAGE

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing,

including a refusal to cross any picket line or any other action which interrupts or interferes with the actions of the Employer.

Section 4. In the event of a violation of Section 3 of this Article, or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out letters, bulletins, telegrams and public announcements, and to calling employee meetings to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of a Section above, all legal censures of the Act shall apply.

ARTICLE 6

DUES CHECKOFF

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by the Agreement if the employee provides the Employer with a written authorization therefor. The deductions will be for monthly Union dues and fees in the amounts certified in such authorizations or as the same may be modified by written notification from the Union. The Employer will remit such money together with a statement listing the amount of money withheld from each employee, to the treasurer of the Union no later than fifteen (15) days after the money has been withheld.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the County and shall automatically be canceled upon termination of employment. The County will forward a copy of the notice of revocation to the Union with the next remittal to the Union.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim of an employee or against any liability found against the Employer arising out of the operation of this Article. Nothing herein shall be construed as creating any obligation on the part of the Employer for the payment of any Union dues or deductions on behalf of the employee.

ARTICLE 7

SENIORITY

Section 1. Seniority is defined as an employees length of continuous service with the Employer from the employees most recent date of hire and becomes applicable immediately following completion of the probationary period.

Section 2. The Employer shall post a complete seniority list of the employees covered by this Agreement on July 1, showing the date of employment and the date of promotion of each employee. The seniority of Civil Service personnel will be listed and posted separately. This list shall remain posted and the Employer shall give a copy of such seniority list to the Union. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union. Any protest as to the correctness of this list must be made in writing to the Employer within thirty (30) days after it has been posted.

Section 3. The seniority of an employee shall be lost and the employment relationship shall terminate if the employee quits for any reason, including retirement; is discharged, fails to report to work after notice of recall within the time limit set out in this Agreement; is laid off for a period exceeding twelve (12) months; is absent from work for two (2) consecutive work days without notice to and approval by the Employer, unless

evidence satisfactory to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled workday following completion of a leave of absence; engages in other work for pay while on unpaid leave of absence without the written approval of the Employer; or gives a false reason for obtaining a leave of absence.

ARTICLE 8

PROCEDURES FOR STAFF REDUCTION

Section 1. In the event the Employer determines that an employee must be laid off within a classification, the Employer shall consider qualifications (necessary certifications) and seniority, and if qualifications (necessary certifications) are equal between or among affected employees, seniority shall govern. A temporary, part-time or probationary employee performing duties within the classification from which the employee has been or is to be laid off, shall be laid off first, in that order. No temporary, part-time or probationary employee shall have any right of recall.

Section 2. The Employer agrees, insofar as is possible, to give at least fourteen (14) calendar days' notice to an employee who is to be laid off except where the staff reduction is caused by events beyond the control of the Employer.

Section 3. Within a department, an employee will be returned to work in the reverse order in which the employee was laid off. No new employee will be hired for a job in that classification until an employee laid off from that classification has failed to comply with a notice of recall.

Section 4. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested, to the employee's latest advised address.

Section 5. An employee shall report to work within seven (7) calendar days after notice of recall is mailed unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report to work on said later effective date, or unless otherwise mutually agreed to.

ARTICLE 9

HOURS OF WORK

Section 1. The Employer shall establish and post the hours of work for all classifications as determined by it to best provide the services to be rendered and to accommodate the public being served. The hours as posted shall set forth the normal workday, workweek and work schedule, but shall not be construed as a guarantee of hours per day, per week or per schedule, or days of work per week or per schedule.

Section 2. It is understood and agreed that the work schedules for all employees may be changed by the Employer from time-to-time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the Employer. The Employer shall give the Union as much advance notice as possible of any major change in work schedules.

Section 3. To the extent reasonably possible, each employee shall receive a fifteen (15) minute break during the first half of the workday and a fifteen (15) minute break during the second half of the workday.

Section 4. To the extent reasonably possible, each sworn deputy shall receive a thirty (30) minute paid lunch period during the middle of the work shift; each clerical employee shall receive an hour unpaid lunch period during the middle of the day; each jailer shall receive a meal to be eaten at the job site in lieu of a lunch period away from the jailer's station.

ARTICLE 10

OVERTIME

A. OVERTIME

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer in excess of forty (40) hours per week for a clerical employee, or in excess of eighty-three (83) hours of work in a fourteen (14) day work cycle for deputies and jailers. Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate as set out in the Appendices.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed; nor shall pay, compensation or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. In determining whether an employee is entitled to overtime, only hours actually worked shall be counted in determining whether an employee is entitled to overtime.

Section 5. The Employer will, as far as possible, and consistent with the needs of the classification, offer overtime on an equal basis to all employees within the classification. An employee shall be required to work overtime when offered by the Employer.

B. CALL-BACK TIME

Section 1. An employee who is called back to work by the Employer, or is called back for in-service training or a staff meeting during off-duty hours shall be paid for actual time spent with a minimum of two (2) hours pay at the regular rate of pay set out in the Appendices. The minimum does not apply when an employee is called back to work within two (2) hours of the employee's regular starting time. In that event the employee is paid at the regular rate of pay for the time actually spent. Call back hours shall be counted in determining whether an employee is entitled to overtime. This includes the two (2) hours minimum if the minimum provision is applicable.

C. COURT TIME

- Section 1. An employee required to appear for Court during off duty hours shall be paid for actual time spent, with a minimum of two (2) hours pay at the regular rate of pay set out in the Appendices. The two (2) hours of pay is guaranteed if an employee is required to appear for Court during off duty hours, unless the employee is notified of the cancellation of the Court appearance at least two (2) hours before the time of the scheduled appearance. The minimum does not apply when the scheduled Court appearance is within two (2) hours of the employee's regular starting time. In that event the employee is paid at the regular rate of pay for the time actually spent. The employee shall turn over to the Employer witness fees collected by the employee when received. Court time shall be counted in determining whether an employee is entitled to overtime. This includes the two (2) hours minimum if the minimum provision is applicable.

Section 2. Court time must be authorized or approved by the Department Head and is only payable when the employee is required to testify in a criminal or civil

matter for the Employer, or in a criminal matter for another law enforcement agency when directed to do so by the Employer.

D. COMPENSATORY TIME

Section 1. The employee may request and receive compensatory time in lieu of payment for overtime, provided that the employee requests compensatory time in lieu of payment prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made. The Employer shall grant such request unless the employee shall have more compensatory time accrued than allowed hereunder.

Section 2. An employee shall not accumulate more than forty (40) hours of compensatory time. The Employer shall keep a record of the compensatory time which an employee has earned, and has used, and the employee may see such record at any reasonable time.

Section 3. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. If an employee is entitled to one (1) hour of overtime at the regular rate of pay as set out in Appendix A or B, but chooses to receive compensatory time, the employee will be credited with one (1) hour of such time. If an employee is entitled to an hour of overtime at the rate of one and one-half (1-1/2) times the regular rate of pay as set out in Appendix A or B, but chooses to receive compensatory time, the employee will be credited with one and one-half (1-1/2) hours of such time.

Section 4. Compensatory time off will be granted at the time selected by the employee, and approved by the Employer, provided that compensatory time off may be denied if it conflicts with the operation of the Employer, or if it creates overtime.

ARTICLE 11

HOLIDAYS

Section 1. The Employer recognizes certain days of importance as holidays and pays the employees for time off, or pays the employee added compensation for hours worked, on these holidays in accordance with certain eligibility rules. A regular employee and a full-time probationary employee is eligible for the following paid holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Additionally, an employee will be granted one day off on two separate occasions at a time selected by the employee, so long as it does not create overtime or conflict with the operation of the department. The full eight (8) hours must be taken on both occasions. If either personal day off is not taken, it is lost. The employee may choose to receive eight (8) hours of pay in lieu of one of the days.

Section 2. If a holiday falls on a Sunday, the following Monday will be recognized as the holiday. If a holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. However, for a shift employee, who is defined as an employee in a classification that normally works on a twenty-four (24) hour, seven (7) day per week schedule, the actual holiday as listed above will be observed. For purposes of this article, a holiday shall commence with the first shift change on the day on which the holiday is to be observed and shall continue until the same time the next day. If there is any question

as to the day a holiday is recognized, the Employer's decision will be final and the Employer will notify the employees of the date the holiday is to be observed.

Section 3. In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than thirty (30) calendar days, and, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. If a holiday falls during a period when an employee entitled to holiday benefits is on approved paid sick leave, the employee will receive holiday pay and the day will not be deducted from the employee's accumulated sick leave. An employee who is on layoff, or who is under suspension, is not eligible for holiday pay.

Section 4. If an employee is required to work on a holiday, the employee will receive regular pay plus time and one half the employee's regular hourly rate of pay for all hours worked on the holiday. If an off-duty employee is called in to work on a holiday, the employee will be paid regular pay plus a minimum of two (2) hours of pay at time and one half the employee's regular hourly rate.

Section 5. If a paid holiday falls on the employee's day off, the employee will receive either eight (8) hours of pay at the employee's regular rate of pay or the employee may choose to receive eight (8) hours of time off in lieu of the pay, but may only accrue up to twenty-four (24) hours of accrued holiday time off. Holiday time shall be taken in increments of eight (8) hours, or more, and will be granted at the time selected by the employee, so long as it does not create the need for overtime, or conflict with the operations of the Employer. Holiday time off does not count as hours actually worked for the purpose of computing overtime pay.

ARTICLE 12

VACATIONS

Section 1. An employee shall earn vacation with pay according to the following schedule:

a) during the first year of employment, an employee shall earn 1.54 hours of vacation per pay period (40 hours per year).

b) during the second through fourth year of employment inclusive, the employee shall earn 3.08 hours of vacation per pay period (80 hours per year).

c) during the fifth through eleventh year of employment inclusive, an employee shall earn 4.62 hours of vacation per pay period (120 hours per year).

d) during the twelfth year of employment and each year thereafter, an employee shall earn 6.15 hours of vacation per pay period (160 hours per year).

Section 2. Upon request, an employee may use vacation as it is earned. Each vacation request must be approved and authorized by the Sheriff. Whether an employee with less than one year of service may use any accrued vacation shall be left to the discretion of the Sheriff.

Section 3. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. Accordingly:

a) A vacation earned must be taken by the employee prior to the employee's next anniversary date, except as provided hereinafter.

b) No employee shall be entitled to vacation pay in lieu of vacation.

c) Request for vacation must be received at least thirty (30) days in advance of the requested vacation leave, unless a lesser notice is approved by the Sheriff.

d) Upon termination of employment for whatever reason, an employee or the employee's estate shall receive a lump sum payment for any vacation earned and not previously taken, at the employee's last regular rate of pay.

Section 4.

a) So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Sheriff, provided that the final right to allot vacation periods is reserved exclusively to the Sheriff.

b) An employee's request for vacation time off shall be controlled by seniority within each classification provided that the selection is made by January 1 for the next twelve (12) calendar months scheduling. The seniority selection shall commence by November 1 for the following calendar year. Seniority selection shall only apply to one (1) choice totaling no more than ten (10) days of vacation.

c) After January 1, vacation time off will be granted on a first come, first served basis. If two requests are turned in at the same time, the most senior employee will be given the time off.

Section 5. No more than one (1) employee, including a supervisory employee, in a classification may take vacation time off at the same time, without the consent of the Sheriff.

Section 6. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday and not as a day of vacation.

Section 7. Vacation must normally be taken in weekly increments. However, a total of five (5) days of vacation in a contract year may be taken in increments of one (1) day, or more. Vacation time off may be accumulated to a maximum of two hundred (200) hours. An employee must take time off equal to at least one-half (1/2) of the employee's earned vacation in each year.

Section 8. If an employee becomes hospitalized during vacation, the time the employee spends as a bed patient in the hospital and any period of recuperation immediately following such hospitalization, is not considered part of vacation if the employee has unused sick leave available. The employee must provide the Sheriff a copy of the hospital record showing the employee's status as inpatient in order to ensure that the vacation record is changed.

ARTICLE 13

LEAVE OF ABSENCE

A. SICK LEAVE.

Section 1. An employee shall earn paid sick leave at a rate of six (6) hours per pay period and shall have the right to accumulate unused sick leave up to a maximum of nine hundred sixty (960) hours. Sick leave will not be allowed if any employee is injured while gainfully employed by a different employer who is or should be providing worker compensation coverage to its employees.

Section 2. Sick leave may be used for personal illness, including medical, dental or optical appointments during working hours, with the approval of the Sheriff. Sick leave, for purposes of such an appointment, shall be taken in increments of at least one (1) hour at a time.

Section 3. To be eligible for paid sick leave, an employee shall notify the employee's supervisor at least two hours before the beginning of the scheduled tour of duty, unless the employee is unable to notify the Employer because of an emergency or unforeseen illness or injury.

Section 4. An employee who is absent from work due to illness for three or more consecutive working days must furnish the Employer with a doctor's certificate for the absence. When an employee is hospitalized for more than three consecutive working days, the employee should notify the Employer periodically of the date the employee anticipates returning to work.

Section 5. No employee shall be entitled to compensation for unused sick leave time, and the termination of service shall terminate any and all obligation of the Employer in connection with any unused sick leave time, except as is set out in the Employer's personnel policies.

Section 6. An employee on sick leave shall receive the employee's regular rate of pay as set out in Appendices A and B.

Section 7. If an employee's spouse, child or parent is seriously ill or injured and requires medical care, the employee may use up to three (3) days of sick leave per contract year for such absences with the Sheriff's approval.

Section 8. If a holiday falls during a period when an employee is on paid sick leave, the employee will be paid holiday pay, and the sick leave will not be deducted from the employee's accumulated sick leave.

Section 9. An employee may use sick leave to the extent it is available to supplement any payment received for an on-the-job injury for the Employer. If an

employee elects in writing to use sick leave in any period for which an employee is receiving worker compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as regular gross pay for the same period as sick leave under this contract, less the appropriate withholding from the amount paid by the Employer to the employee. During the statutory waiting period, an employee may elect in writing to use sick leave to the extent it is available. Any amounts paid to an employee under this Section shall be chargeable against the employee's sick leave.

B. FUNERAL LEAVE.

Section 1. A regular employee and a probationary employee will be granted not to exceed three (3) days paid leave of absence in order to arrange for and attend the funeral of the employee's immediate family member. Immediate family member for purposes of this section includes a spouse, child and step-child, parent and step-parent, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent and grandchild. Any such paid leave shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the day of the funeral. An employee may be granted additional unpaid days of funeral leave, or may be granted vacation leave or available holiday time off, with the approval of the sheriff.

C. JURY DUTY

Section 1. An employee, including a probationary employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. The employee shall turn over to the Employer jury service fees received.

Section 2. An employee who is summoned for jury duty but who is not selected shall return to work; and an employee who is selected for jury duty shall return to work when released from duty within the employee's scheduled work hours.

Section 3. If an employee is subject to call for jury duty, the employee shall promptly notify the employee's immediate supervisor.

D. MILITARY LEAVE

Section 1. The Employer shall comply with the statute (Section 29A.28, Code of Iowa) granting leave of absence for military pay, as the same may be amended from time to time.

E. LEAVE OF ABSENCE WITHOUT PAY

Section 1. When staffing needs allow, the Sheriff will give consideration to an employee's written request for a leave of absence without pay. A request for a leave of absence without pay which exceeds a three (3) day period must be accompanied by a detailed written request submitted to the Sheriff.

Section 2. In the event an employee fails to return to work at the end of any leave of absence without pay, the employee shall be deemed to have voluntarily resigned on the last day of such leave, unless such failure to return to work is excused by the Sheriff. In the event an employee becomes gainfully employed while on leave of absence without pay, the employee shall be considered to have voluntarily resigned.

Section 3. During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll. Failure to pay the premium timely will result in termination of coverage;
- b) must pay premiums for coverage under any group life insurance plan. Failure to pay the premium timely will result in termination of coverage;
- c) shall not receive compensation;
- d) shall not acquire additional seniority;
- e) shall not be entitled to holiday leave, and shall not earn vacation, sick leave, or any other leave;
- f) shall not receive any other job benefits or allowances.

Section 4. The Sheriff may make an exception in writing to any of the conditions set out in Section 3 for a leave not exceeding ten (10) days.

F. FAMILY AND MEDICAL LEAVE.

Section 1. In accordance with the Federal Family and Medical Leave Act, an employee will be granted job protected unpaid family and medical leave for any one of the following reasons:

- a) the birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care;
- b) in order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition;
- c) the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.

Section 2. To be eligible for Family and Medical Leave, an employee must have been in the employ of the Employer for at least one year and the employee must have worked at least 1,250 hours over the previous twelve month period.

Section 3. Definitions.

a) Twelve (12) month period. This is the twelve (12) month period measured forward from the first date of leave;

b) A spouse does not include an unmarried domestic partner. If both spouses work for the Employer, the total leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent;

c) Child means a child under the age of eighteen (18) years or a child who is eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child;

d) A serious health condition means an illness, injury, impairment or a physical or mental condition that involves:

- 1) inpatient care; or
- 2) any period of incapacity requiring absence from work for more than three (3) calendar days and that involves continuing treatment by a health care provider;
- 3) continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three (3) calendar days; or
- 4) prenatal care by health care provider.

Section 4. An employee may take leave intermittently, a few days or a few hours at a time, or on a reduced leave schedule, to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary". Medically necessary means that there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatments so as not to unduly disrupt the Employer's operations. An employee may take leave intermittently, or on a reduced leave schedule for the birth or placement for adoption or foster care of a child, only with the Sheriff's consent.

Section 5.

a) An employee will be required to use accrued sick leave for the employee's own serious health condition, so long as paid sick leave is available. If an employee uses all of the employee's paid sick leave, the employee must use any accrued vacation leave. Unpaid leave will be granted only after paid sick leave and vacation leave have been used up. The total family and medical leave, paid or unpaid, will not exceed twelve (12) weeks during the twelve (12) month period that is applicable.

b) An employee will be required to use available family illness leave and vacation leave for leave due to the illness of a family member. An employee may not use more than three (3) days paid sick leave due to family illness. Unpaid leave will be granted only after the three (3) days of paid sick leave for family illness and vacation

leave have been used up. The total family and medical leave, paid or unpaid, will not exceed twelve (12) weeks during the twelve (12) month period that is applicable.

Section 6. An employee is required to give thirty (30) days notice in the event of a foreseeable family and medical leave. In unexpected or unforeseeable situations, an employee should provide as much notice as possible.

Section 7. A request for a family and medical leave must be supported by a certificate of a doctor or a practitioner at the time the request is made.

Section 8. An employee will not accrue any right, benefit or position of employment other than the one which the employee would have been entitled to had a leave not been taken. Benefits will continue to accrue during any paid leave, but will not accrue during any unpaid leave.

Section 9. An employee on a Family and Medical Leave may remain a participant in the Employer's health insurance plan throughout the duration of the family medical leave as if actively employed. The employee will be required to pay the same cost of coverage as if actively at work.

Section 10. An employee who returns to work from a family and medical leave is entitled to return to the position held when the leave began if that position is vacant. If the position is not vacant, the employee must be returned to an equivalent position with equivalent benefits, pay and other conditions.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application or violation of any of the express terms and provisions of this Agreement.

Section 2. A grievance that may arise shall be processed and settled in the following manner:

a) Step I - An employee that has a grievance shall notify orally the employee's immediate supervisor within fourteen (14) calendar days after the occurrence of the event giving rise to the grievance. The immediate supervisor shall investigate the grievance and issue a decision within a period of seven (7) calendar days. The failure of the immediate supervisor to issue a decision within seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

b) Step II - If the grievance is not settled in Step I, the aggrieved employee may present the grievance in writing to the Sheriff within seven (7) calendar days after the answer of the immediate supervisor was given or was due, whichever is later. The grievance shall be signed by the employee and shall state the facts of the alleged violation, the specific provisions of the Agreement that are in dispute and the relief or remedy which is desired. The Sheriff shall investigate the grievance and issue a decision in writing within a period of seven (7) calendar days. The failure of the Sheriff to

issue a decision in writing within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

c) Step III - If the grievance is not settled in Step II, within seven (7) calendar days from the date the Sheriff's answer was given or was due, whichever is later, the Union may request a face-to-face meeting with the Sheriff and the employee for the purpose of reviewing the alleged violation and the specific provisions of the Agreement that are in dispute and the relief or remedy that is desired. The Sheriff shall set up this meeting within seven (7) calendar days from the date that the request was made. If the meeting is not held within the seven (7) calendar days, the time for appealing the grievance to the next step will be extended until the meeting has occurred. Following this meeting, the Sheriff shall issue a decision in writing within a period of seven (7) calendar days. The failure of the Sheriff to issue a decision in writing within seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

d) Step IV - If the grievance is not settled in Step III, the Union may appeal to arbitration. The Union shall within ten (10) calendar days from the date that the Sheriff's answer was given or was due, whichever is later, request arbitration by written notice submitted to the Sheriff, and signed by the Union and the employee. The written grievance as submitted to the Employer in Step II shall constitute the sole and entire subject matter to be heard by the arbitrator, except for a jurisdictional, timeliness or procedural issue.

Section 3. When a timely request has been made for arbitration, a representative of the Employer and the Union shall attempt to select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are

unable to agree upon the selection of an arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, the Union shall request the Public Employment Relations Board to submit a list of five grievance arbitrators all of whom shall reside in the state of Iowa. Upon receipt of the list, the parties' designated representative shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 4. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union, if the employee so chooses, at any step of the proceedings. The employee must be represented by the Union in Steps III and IV. The Union may also process the grievance on its own, but the employee's signature is required before a grievance may go to Step IV.

Section 5. The failure of an employee, or the Union to appeal a grievance to the next step within the applicable times specified above, shall bar an employee and the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 6. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within thirty (30) working days, unless an extension of time is granted by the parties. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this

Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Union. Any decision rendered shall not be retroactive beyond the date on which the alleged grievance occurred.

Section 7. The arbitrator shall not have the power, authority or jurisdiction to accept or decide any grievance which involves a matter within the jurisdiction of the civil service commission (Chapter 341A, Iowa Code, 1995, as amended).

Section 8. The Employer and the Union shall share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator, and the costs of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

ARTICLE 15

INSURANCE

A. HEALTH AND MEDICAL INSURANCE.

Section 1. The Employer shall maintain for each employee a health and medical insurance policy whose benefits are comparable to, but not necessarily identical to, the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy or as to the carrier shall be made by the Employer and shall not be grievable.

Section 2. The Employer will have a three-tiered insurance program, as follows:

a. Plan A. The deductible is \$1,000.00 single/\$2,000.00 family; the maximum out-of-pocket is \$2,000.00 single/\$4,000.00 family.

b. Plan B. The deductible is \$250.00 single/\$500.00 family; the maximum out-of-pocket is \$500.00 single/\$1,000.00 family (County Base Plan).

c. Plan C. The deductible is \$250.00 single/\$500.00 family; the maximum out-of-pocket is \$1,000.00 single/\$2,000.00 family (Blue Advantage Plan).

Section 3. The Employer will pay for the full cost of the employee's single coverage health insurance premium for Plan B. If the employee selects Plan A, the Employer will retain in a flexible benefits account for that employee the difference between Plan A single coverage and Plan B single coverage. If the employee selects Plan C, the Employer will retain in a flexible benefits account for that employee the difference between the Plan B single coverage premium and the Plan C single coverage premium. The employee may draw against the amount of insurance premium in the flexible benefits account to reimburse the employee for any amounts of deductible, coinsurance, prescription drug cost, dental and eye care, as well as certain over-the-counter drugs permitted by the county flex plan, which the employee pays. No cash payout is permitted.

Section 4. The Employer shall pay 73.5% of the employee's family coverage health insurance premium for Plan B, and the employee shall pay the balance. If the employee selects Plan A, the employee shall pay the difference between Plan A family coverage premium and 73.5% of Plan B family coverage premium. If the employee selects Plan C, the employee shall pay the difference between the Plan C family coverage premium and 73.5% of Plan B family coverage premium.

Section 5. The same principles shall apply to any increase or decrease in the single coverage premium or the family coverage premium as the policy is renewed from time to time. This means that the Employer shall pay for the full cost of the employee's single coverage health insurance premium for Plan B and the employee's contribution or retainage will follow the formula set out above; and the Employer shall pay 73.5% of the employee's family coverage health insurance premium for Plan B, and the employee's share of the premium shall depend on whether the employee selects Plan A, Plan B or Plan C.

Section 6. In each of the above Plans, the employee's share of the premium, if any, shall be withheld from the employee's pay. In each of the above Plans, the

employee shall pay any deductible cost or coinsurance cost in accordance with the provisions of the policy.

Section 7. Coverage of an employee and family, if so selected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section 8. An employee may change plans or the type of coverage, only as permitted under the terms of the policy.

B. LIFE INSURANCE.

Section 1. The Employer shall maintain a group term life insurance policy for each employee in the face amount of \$20,000.

Section 2. Coverage of an employee shall begin as set out in the insurance policy. The coverage offered and the amount of insurance, if less than \$20,000, will be in accordance with and to the extent provided under the terms of the life insurance policy.

ARTICLE 16
WAGES

Section 1. The regular rate of pay for each classification of employee is set out in Appendix A or Appendix B which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute shall have the right to examine, at reasonable times, the time sheets and other records pertaining to the computation of the pay of that employee. The employee may authorize a representative to examine the time sheets and the records with the employee or for the employee.

ARTICLE 17
PART-TIME EMPLOYEE

Section 1. A part-time employee is subject to the requirements of this Agreement and is entitled to the benefits of this Agreement as specifically set out in this article or in any other Article of the Agreement.

Section 2. A part-time employee shall be paid in accordance with the wage schedule set out in the Appendix. An employee will start at the beginning step of the employee wage classification; the wage will be increased to each succeeding step after the employee has worked for the required number of hours.

Section 3. A part-time employee will receive jury duty pay and military leave pay only if the employee is scheduled to work on the days the leave is applicable. The Employer reserves the discretion to establish the employee's working hours so as to exclude times when the part-time employee is scheduled for required military duties.

Section 4. A part-time employee will begin to earn vacation leave following the employee's first six months of employment. A part-time employee will earn vacation paid leave pro-rata based on the employee's average hours of work per week during the preceding six (6) months compared to a normal forty (40) hour work week, and based on the length of service of the part-time employee based on hours of service. The amount of paid leave to be received shall be reviewed and revised on July 1 of each year thereafter based on the hours worked during the preceding twelve (12) months (or lesser period if the employee has not worked a full twelve (12) months) compared to 2080 hours. All hours worked by a part-time employee will be credited to the employee for purposes of determining how much vacation pay a part-time employee will earn each pay period.

Section 5. A part-time employee will receive holiday pay if the holiday occurs on the scheduled workday of a part-time employee. Any holiday pay of a part-time employee will be determined in accordance with the procedures on the article on holidays, provided that instead of waiting for thirty (30) calendar days to have the holiday benefit applicable, a part-time employee must work for one hundred sixty eight (168) hours before the holiday benefit becomes applicable. A part-time employee will not receive any benefit if a holiday falls on a day the employee is not scheduled to work.

Section 6. The hours of work of a part-time employee will be scheduled by the Employer to best meet the needs of the Employer. Overtime shall be paid when a part-time employee works more than forty (40) hours during a work week unless the part-time employee is working in the position of jailer or deputy in which case the part-time employee will receive overtime only if the part-time employee works more than eighty-three (83) hours during a fourteen (14) day work cycle.

Section 7. A part-time employee will be eligible for and may request group medical insurance coverage carried by the Employer after the part-time employee has worked for six (6) months. If so requested, the Employer will pay a pro-rata share of the amount which the Employer would pay for single coverage or family coverage for a full-time employee and the part-time employee will pay the remaining amount. The pro-rata share will be based on the employee's average hours of work per week during the preceding six (6) months compared to a forty (40) hour work week. This pro-rata share will be re-computed on July 1 of each year thereafter based on the hours worked during the preceding twelve (12) months (or lesser period if the employee has not worked a full twelve (12) months) compared to 2080 hours.

Section 8. A part-time employee will not receive the sick leave benefit nor any life insurance benefit or coverage.

Section 9. A record of all hours of work performed by a part-time employee will be maintained by the Employer and all hours of work will be credited to the employee if hired as a full-time employee both for completing the probationary period and for determining seniority and other benefits under this contract, provided that the part-time employee is continuously employed with the Employer up to the time that the part-time employee is hired as a full-time employee. The credit referred to above will not be applicable to a part-time employee who becomes a sworn deputy, except for determining vacation.

Section 10. An employee who works less than an average of twenty (20) hours per week is not entitled to any of the benefits of this Agreement.

ARTICLE 18 GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire Agreement between the parties. The parties acknowledge that during the negotiations which result in this

Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and Agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referenced or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. The Employer agrees to provide a designated space on a bulletin board in the Sheriff's office for the purpose of allowing the Union to post notices, agenda and similar information relating to the affairs of the Union. The Union shall be responsible for removing outdated or obsolete material from the bulletin board.

ARTICLE 19 EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 2006, and shall continue through June 30, 2008.

Section 2. A party seeking a continuance of this Agreement shall cause a written notice to be served on the other party by September 15 of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the Agreement is requested for the fiscal year beginning July 1, 2008, notice must be given prior to September 15, 2007, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DATED this 21st day of ~~January~~ ^{FEBRUARY}, 2006.

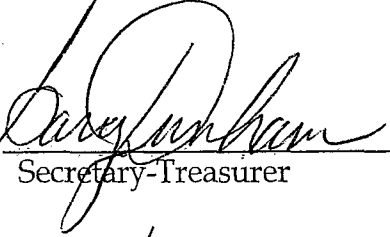
WASHINGTON COUNTY

By: 
Chair, Board of Supervisors

Attest: 
County Auditor

DATED this 20th day of ~~January~~, 2006.

CHAUFFEURS, TEAMSTERS AND HELPERS

By: 
Secretary-Treasurer

By: 
Business Representative

APPENDIX A

WAGE SCHEDULE EFFECTIVE JULY 1, 2006

	<u>Beg.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>	<u>6 Yr.</u>	<u>7 Yr.</u>
Deputy	16.00	16.61	17.22	17.83	18.44	19.05	19.66	20.27
Jailer	11.85	12.25	12.65	13.05	13.45	13.85	14.25	14.65
Clerical	11.85	12.25	12.65	13.05	13.45	13.85	14.25	14.65

1. The Sheriff has the authority to start a new employee at whatever step the Sheriff determines is appropriate but no employee can begin at a higher step than a current employee with equal years of service in that classification would earn.
2. The Sheriff has similar authority with regard to vacation accrual.
3. A new deputy would have only the seniority earned from the most recent date of hire for purposes of layoff or Civil Service standing.
4. A new jailer or clerical employee would have only the seniority earned from the most recent date of hire for purposes of layoff.

APPENDIX B

WAGE SCHEDULE EFFECTIVE JULY 1, 2007

	<u>Beg.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>	<u>6 Yr.</u>	<u>7 Yr.</u>
Deputy	16.56	17.22	17.88	18.54	19.20	19.86	20.52	21.18
Jailer	12.26	12.66	13.06	13.46	13.86	14.26	14.66	15.06
Clerical	12.26	12.66	13.06	13.46	13.86	14.26	14.66	15.06

1. The Sheriff has the authority to start a new employee at whatever step the Sheriff determines is appropriate but no employee can begin at a higher step than a current employee with equal years of service in that classification would earn.
2. The Sheriff has similar authority with regard to vacation accrual.
3. A new deputy would have only the seniority earned from the most recent date of hire for purposes of layoff or Civil Service standing.

A new jailer or clerical employee would have only the seniority earned from the most recent date of hire for purposes of layoff.